



## **GOLDEN STATE**

FIRE APPARATUS

### **PROPOSAL PREPARED FOR**

**City of Milpitas Fire Department**  
Pierce Manufacturing, Inc.  
Velocity 1500 GPM Pumper  
HGAC FS12-17, Product Code TC06  
November 12, 2018

### **SALES CONSULTANT**

*Rich Myers*  
**Golden State Fire Apparatus, Inc.**  
7400 Reese Road  
Sacramento, CA 95828  
831.251.8931 Cell  
[rich@goldenstatefire.com](mailto:rich@goldenstatefire.com)

### **PARTS, SERVICE & SUPPORT**

**Golden State Emergency Vehicle Service, Inc.**  
7400 Reese Road  
Sacramento, CA 95828  
916.330.1638 Office  
[parts@goldenstatefire.com](mailto:parts@goldenstatefire.com)





## FIRE APPARATUS

[www.goldenstatefire.com](http://www.goldenstatefire.com)



### PROPOSAL PREPARED FOR:

**City of Milpitas Fire Department**  
777 South Main Street  
Milpitas, CA 95035

Submitted Date:	November 12, 2018
Proposal Number:	91112-18
Expiration Date:	December 31, 2018
Sales Consultant:	Rich Myers

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF MILPITAS FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. Velocity 1500 GPM Pumper	701,034.98
B	Radio Package	82,921.49
C	Mobile Data Terminal Package	14,320.21
D	Tool and Equipment Package	33,297.37
E	Discount For 100% Pre-Payment at Time of Order	(33,159.15)
SUBTOTAL		798,414.90
State Sales Tax @ 9.00%		71,857.34
California Tire Fee		7.00
GRAND TOTAL		870,279.24



### PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- 100% performance bond
- Factory final inspection trip
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

### PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **365 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall Submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

### DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **MILPITAS, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

## TERMS AND CONDITIONS

**1. Payment Terms, 100% Pre-Payment at Time of Order** – If applicable, Customer shall pay the Grand Total within fifteen (15) calendar days of date on invoice to GSFA. Proposed delivery timeframe for the Product shall not begin until full payment is received. If payment is late, a daily finance charge of \$250.00 may be added to the final invoice until such payment is received. If payment is not made, \$33,159.15 plus state sales tax shall be added to the final invoice and due GSFA at time of delivery. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

**2. Multiple Unit Purchase** – If applicable, for any multiple unit purchase the Grand Total pricing is only valid if the quantity of Products being proposed are purchased at the same time, on the same Purchase Order (PO) or signed contract.

**3. State Sales Tax** – A sale occurs when the Customer takes title to or possession of an item (not when payment is received by GSFA). Consequently, this proposal is subject to the applicable state sales tax rate in effect when the Product is delivered to the Customer per the delivery terms. Customer is responsible for payment of any additional taxes required, likewise Customer is entitled to a refund if the tax rate is lowered!

**4. Purchase Orders** – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

**5. Proposal Expiration** – Unless accepted by the expiration date above, GSFA reserves the right to withdraw this proposal.

**6. Cancellation/Termination** – In the event this proposal is accepted and a signed Purchase Order (PO) or signed contract is issued and then cancelled or terminated by Customer before completion, GSFA may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 50% of the Purchase Price upon any material requisition. The cancellation fee shall increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. GSFA endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, the Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by GSFA upon sale of the Product to another purchaser, plus any costs incurred by GSFA to conduct any such sale.

**7. Stock / Demo Units** – If applicable, all stock/demo units are available for sale on an as is, first come and first served basis. The first Customer to issue a signed Purchase Order (PO) or signed contract shall obtain the Product!

**8. Proposal Acceptance Statement** – To ensure the above stated terms and conditions of this proposal and the specifications hereto attached are understood and adhered to, GSFA requires an authorized individual from the Customer to sign and date this proposal and include it with any Purchase Order (PO). Upon signing of this proposal, the stated terms and conditions of this proposal and the specifications hereto attached shall be considered binding and accepted by the Customer. No additional terms or conditions shall be binding upon GSFA unless agreed to in writing and signed by a duly authorized officer of GSFA. The terms and acceptance of this proposal shall be governed by the laws of the State of California.

Thank you for allowing Golden State Fire Apparatus, Inc. the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options please contact me.

Sincerely,



Rich Myers  
Golden State Fire Apparatus, Inc.

I, \_\_\_\_\_, the authorized representative of CITY OF MILPITAS FIRE DEPARTMENT, agree to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_